

**SEMINOLE COUNTY GOVERNMENT
AGENDA MEMORANDUM****SUBJECT:** Satisfactions of Second Mortgage**DEPARTMENT:** Community Services**DIVISION:** Community Assistance**AUTHORIZED BY:** David Medley**CONTACT:** Josie Delgado**EXT:** 2381**MOTION/RECOMMENDATION:**

Approve and authorize the Chairman to execute the Satisfactions of Second Mortgage for households assisted under the SHIP Home Ownership Assistance Program and the Emergency Repair Housing Program.

County-wide

Shirley Boyce

BACKGROUND:

The following clients received either Down Payment Assistance to purchase a home in Seminole County or Emergency Repair Assistance to rehabilitate their home in Seminole County. These clients have met and satisfied all County SHIP Policies and Affordability Periods or Federal HUD Regulations and are now requesting a Satisfaction of their Second Mortgage. As such, staff is requesting Board approval and execution of the attached Satisfactions on the properties to remove the satisfied liens.

The following clients refinance or sold their homes within the affordability period and repaid their mortgage, resulting in \$118,437.63 being returned to the Affordable Housing Trust Fund:

<u>Name</u>	<u>Parcel Number</u>
Anthony and Maria Cartagena	23-21-29-516-0000-117R
Mary E. Cooper	34-19-30-502-0100-0020
Dorothy E. Davis	33-21-30-519-0500-1690
Marilyn Guzman	15-21-29-518-0000-0180
Paula B. Martin	31-19-31-527-0000-0780
Patricia F. and Wilbert Wells	09-21-30-5BM-0A00-0160

The clients listed below have satisfied the current affordability period residency requirements, thus qualifying for the loan to be forgiven (\$42,000.00):

<u>Name</u>	<u>Parcel I.D. Number</u>
Lillian R. Gipson	32-19-31-505-0C00-0420

STAFF RECOMMENDATION:

Staff recommends the Board approve and authorize the Chairman to execute the attached Satisfaction of Second Mortgage for households assisted under the SHIP Home Ownership Assistance Program and the Emergency Repair housing Program.

ATTACHMENTS:

1. Sat of Second Mortgage

Additionally Reviewed By:

☒ County Attorney Review (Arnold Schneider)

This instrument prepared by:
Arnold W. Schneider, Esq.
County Attorney's Office
1101 East First Street
Sanford, Florida 32771

Please return it to:
Community Development Office
534 W. Lake Mary Blvd.
Sanford, FL 32773

SATISFACTION OF MORTGAGE AND NOTE

Know All Persons By These Presents:

WHEREAS, a down payment assistance SHIP Mortgage (the "Mortgage") dated November 24, 2004 and recorded in Official Records Book 5562, Pages 1768 through and including 1772, Public Records of Seminole County, Florida, and a SHIP Mortgage Deferred Payment Promissory Note in the amount of TWENTY THOUSAND AND NO/100 DOLLARS (\$20,000.00) (the "Note"), dated November 24, 2004, and recorded in the Official Records Book 5562, Pages 1773 through and including 1776, Public Records of Seminole County, Florida, which encumbered the property located at 220 Cherokee Court, Unit 117, Altamonte Springs, Florida 32701, the legal description and parcel identification for which are as follows:

CONDOMINIUM PARCEL NO. 117R OF HIDDEN RIDGE CONDOMINIUM, ACCORDING TO THE DECLARATION OF CONDOMINIUM THEREOF RECORDED IN OFFICIAL RECORDS BOOK 1357, PAGE 625—OF THE PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA AND ANY AMENDMENTS THERETO, TOGETHER WITH AN UNDIVIDED INTEREST IN THE COMMON ELEMENTS OF SAID CONDOMINIUM AND THOSE LIMITED COMMON ELEMENTS APPURTENANT TO SAID UNIT.

Parcel Identification Number: 23-21-29-516-0000-117R

(the "Property,") were made by **ANTHONY CARTEGENA** and **MARIA CARTEGENA**, hereinafter Owners, for the benefit of Seminole County, 534 W. Lake Mary Blvd., Sanford, Florida 32773; and

WHEREAS, said Mortgage and Note granted to Seminole County a certain interest in the Property should the Owners transfer title, sell or in any manner cease to occupy the Property as their primary residence or dispose of the Property within TEN (10) years from the date of the Mortgage and the Note; and

WHEREAS, Seminole County did not transfer, assign, pledge, or otherwise encumber any interest it obtained pursuant to the Mortgage and Note; and

WHEREAS, the Owners have sold the Property within the TEN (10) year period; and

WHEREAS, the Owners have paid to Seminole County the amounts due and owing under the Mortgage and Note; and

WHEREAS, the Owners have requested that Seminole County release the Property from the lien and operation of the Mortgage and Note as well as the encumbrances of the Restrictive Covenant,

NOW THEREFORE, in consideration of the foregoing recitals and payment of the sum of TWENTY THOUSAND AND NO/100 DOLLARS (\$20,000.00), the receipt of which is hereby acknowledged, paid to Seminole County on or about September 27, 2007, pursuant to the terms of the Mortgage and Note, Seminole County does hereby acknowledge full satisfaction of said Mortgage and Note.

The Property, the Owners, their heirs and assigns are forever freed, exonerated, discharged, and released of and from the lien of the Mortgage, the Note, and every part thereof and Seminole County does hereby direct the Clerk of Circuit Court to cancel the same of record.

IN WITNESS WHEREOF, Seminole County has caused these presents to be executed this ____ day of _____, 2007.

ATTEST:

BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA

MARYANNE MORSE
Clerk to the Board of
County Commissioners of
Seminole County, Florida.

By: _____
BRENDA CAREY, Chairman

Date: _____

For the use and reliance
of Seminole County only.

As authorized for execution
by the Board of County Commissioners
at their _____, 2007
regular meeting.

Approved as to form and
legal sufficiency.

County Attorney

AWS/sjs
11/6/2007

This Instrument prepared by:
Arnold W. Schneider, Esq.
County Attorney's Office
1101 East First Street
Sanford, Florida 32771

Please return it to:
Community Development Office
534 W. Lake Mary Blvd.
Sanford, FL 32773

SATISFACTION OF MORTGAGE AND NOTE

Know All Persons By These Presents:

WHEREAS, a rehabilitation assistance SHIP Mortgage (the "Mortgage") dated October 31, 2002, and recorded November 5, 2002, in Official Records Book 4580, Pages 606 through and including 0608, Public Records of Seminole County, Florida, and a SHIP Mortgage Deferred Payment Promissory Note in the amount of NINE THOUSAND THREE HUNDRED TWENTY AND 55/100 DOLLARS (\$9,320.55) (the "Note"), dated November 5, 2002, and recorded November 5, 2002, in the Official Records Book 4580, Pages 0609 through and including 0610, Public Records of Seminole County, Florida, and as re-recorded November 22, 2002, in Official Records Book 4607, Pages 1405 through and including 1409, which encumbered the property located at 2979 McKinley Lane, Sanford, Florida 32771 (f/k/a 2979 Truman Street, Sanford, Florida 32771), the legal description and parcel identification for which are as follows:

LOT 2 BLOCK 1, LINCOLN HEIGHTS, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 10, PAGE 99, PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA.

Parcel Identification Number: 34-19-30-502-0100-0020

(the "Property,") were made by **MARY E. COOPER**, the "Owner" of the Property, for the benefit of Seminole County, 534 W. Lake Mary Blvd., Sanford, Florida 32773; and

WHEREAS, said Mortgage and Note granted to Seminole County a certain interest in the Property should the Owner transfer title, sell or in any manner cease to occupy the Property as her primary residence or dispose of the Property within SIX (6) years from the date of the Mortgage and the Note; and

WHEREAS, Seminole County did not transfer, assign, pledge, or otherwise encumber any interest it obtained pursuant to the Mortgage and Note; and

WHEREAS, the Property was refinanced within the SIX(6)-year period; and

WHEREAS, the Owner has paid to Seminole County the pro-rated amounts due and owing under the Mortgage and Note; and

WHEREAS, the Owner has requested that Seminole County release the Property from the lien and operation of the Mortgage and Note as well as the encumbrances of the Restrictive Covenant,

NOW THEREFORE, in consideration of the foregoing recitals and payment of the pro-rated sum of ONE THOUSAND EIGHT HUNDRED SIXTY-FOUR AND 18/100 AND NO/100 DOLLARS (\$1,864.18) the receipt of which is hereby acknowledged, paid to Seminole County on or about October 18, 2007, pursuant to the terms of the Mortgage and Note, Seminole County does hereby acknowledge full satisfaction of said Mortgage and Note.

The Property, the Owner, her heirs and assigns are forever freed, exonerated, discharged, and released of and from the lien of the Mortgage, the Note, and every part thereof and Seminole County does hereby direct the Clerk of Circuit Court to cancel the same of record.

IN WITNESS WHEREOF, Seminole County has caused these presents to be executed this ____ day of _____, 2007.

ATTEST:

BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA

MARYANNE MORSE
Clerk to the Board of
County Commissioners of
Seminole County, Florida.

By: _____
BRENDA CAREY , Chairman

Date: _____

For the use and reliance
of Seminole County only.

As authorized for execution
by the Board of County Commissioners
at their _____, 2007
regular meeting.

Approved as to form and
legal sufficiency.

County Attorney

AWS/jjr
10/29/2007

This Instrument prepared by:
Arnold W. Schneider, Esq.
County Attorney's Office
1101 East First Street
Sanford, Florida 32771

Please return it to:
Community Development Office
534 W. Lake Mary Blvd.
Sanford, FL 32773

SATISFACTION OF MORTGAGE AND NOTE

Know All Persons By These Presents:

WHEREAS, a rehabilitation assistance SHIP Mortgage (the "Mortgage") dated November 10, 2004, and recorded in Official Records Book 5543, Pages 1549 through and including 1553, Public Records of Seminole County, Florida, and a SHIP Mortgage Deferred Payment Promissory Note in the amount of FORTY THOUSAND AND NO/100 DOLLARS (\$40,000.00) (the "Note"), dated November 10, 2004, and recorded in the Official Records Book 5543, Pages 1554 through and including 1557, Public Records of Seminole County, Florida, which encumbered the property located at 2979 McKinley Lane, Sanford, Florida 32771 (f/k/a 2979 Truman Street, Sanford, Florida 32771), the legal description and parcel identification for which are as follows:

LOT 2, BLOCK 1, LINCOLN HEIGHTS, SECTION 1. ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 13, PAGE 99 OF THE PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA.

Parcel Identification Number: 34-19-30-502-0100-0020

(the "Property,") were made by **MARY E. COOPER**, the "Owner" of the Property, for the benefit of Seminole County, 534 W. Lake Mary Blvd., Sanford, Florida 32773; and

WHEREAS, said Mortgage and Note granted to Seminole County a certain interest in the Property should the Owner transfer title, sell or in any manner cease to occupy the Property as her primary residence or dispose of the Property within TEN (10) years from the date of the Mortgage and the Note; and

WHEREAS, Seminole County did not transfer, assign, pledge, or otherwise encumber any interest it obtained pursuant to the Mortgage and Note; and

WHEREAS, the Property was transferred within the TEN (10)-year period; and

WHEREAS, the Owner has paid to Seminole County the amounts due and owing under the Mortgage and Note; and

WHEREAS, the Owner has requested that Seminole County release the Property from the lien and operation of the Mortgage and Note as well as the encumbrances of the Restrictive Covenant,

NOW THEREFORE, in consideration of the foregoing recitals and payment of the sum of THIRTY THOUSAND SIX HUNDRED EIGHTY THREE AND 45/100 DOLLARS (\$30,683.45) the receipt of which is hereby acknowledged, paid to Seminole County on or about October 17, 2007, pursuant to the terms of the Mortgage and Note, Seminole County does hereby acknowledge full satisfaction of said Mortgage and Note.

The Property, the Owner, her heirs and assigns are forever freed, exonerated, discharged, and released of and from the lien of the Mortgage, the Note, and every part thereof and Seminole County does hereby direct the Clerk of Circuit Court to cancel the same of record.

IN WITNESS WHEREOF, Seminole County has caused these presents to be executed this ____ day of _____, 2007.

ATTEST:

BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA

MARYANNE MORSE
Clerk to the Board of
County Commissioners of
Seminole County, Florida.

By: _____
BRENDA CAREY, Chairman

Date: _____

For the use and reliance
of Seminole County only.

Approved as to form and
legal sufficiency.

As authorized for execution
by the Board of County Commissioners
at their _____, 2007
regular meeting.

County Attorney

AWS/jjr
10/29/2007

This Instrument prepared by:
Arnold W. Schneider, Esq.
County Attorney's Office
1101 East First Street
Sanford, Florida 32771

Please return it to:
Community Development Office
534 W. Lake Mary Blvd.
Sanford, FL 32773

SATISFACTION OF MORTGAGE AND NOTE

Know All Persons By These Presents:

WHEREAS, a down payment assistance SHIP Mortgage (the "Mortgage") dated December 30, 2005 and recorded in Official Records Book 6100, Pages 1052 through and including 1057, Public Records of Seminole County, Florida, and a SHIP Mortgage Deferred Payment Promissory Note in the amount of TWENTY THOUSAND AND NO/100 DOLLARS (\$20,000.00) (the "Note"), dated December 30, 2005 and recorded in the Official Records Book 6100, Pages 1058 through and including 1062, Public Records of Seminole County, Florida, which encumbered the property located at 169 Lewfield Circle, Winter Park, Florida 32792, the legal description and parcel identification for which are as follows:

CONDOMINIUM UNIT 169, THE STRATFORD, A WINTER PARK CONDOMINIUM, TOGETHER WITH AN UNDIVIDED INTEREST IN THE COMMON ELEMENTS, ACCORDING TO THE DECLARATION OF CONDOMINIUM THEREOF RECORDED IN OFFICIAL RECORDS BOOK 5851, PAGE 763, AS AMENDED FROM TIME TO TIME OF THE PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA

Parcel Identification Number: 33-21-30-519-0500-1690

(the "Property,") were made by **DOROTHY E. DAVIS**, the "Owner" of the Property, for the benefit of Seminole County, 534 W. Lake Mary Blvd., Sanford, Florida 32773; and

WHEREAS, said Mortgage and Note granted to Seminole County a certain interest in the Property should the Owner transfer title, sell or in any manner cease to occupy the Property as her primary residence or dispose of the Property within ten (10) years from the date of the Mortgage and the Note; and

WHEREAS, Seminole County did not transfer, assign, pledge, or otherwise encumber any interest it obtained pursuant to the Mortgage and Note; and

WHEREAS, the Owner has refinanced the Property within the ten (10) year period; and

WHEREAS, the Owner has paid to Seminole County the amounts due and owing under the Agreement; and

WHEREAS, the Owner has requested that Seminole County release the Property from the lien and operation of the Mortgage and Note as well as the encumbrances of the Restrictive Covenant,

NOW THEREFORE, in consideration of the foregoing recitals and payment of the sum of TWENTY THOUSAND AND NO/100 DOLLARS (\$20,000.00) the receipt of which is hereby acknowledged, paid to Seminole County on or about October 3, 2007, pursuant to the terms of the Mortgage and Note, Seminole County does hereby acknowledge full satisfaction of said Mortgage and Note.

The Property, the Owner, her heirs and assigns are forever freed, exonerated, discharged, and released of and from the lien of the Mortgage, the Note, and every part thereof and Seminole County does hereby direct the Clerk of Circuit Court to cancel the same of record.

IN WITNESS WHEREOF, Seminole County has caused these presents to be executed this ____ day of _____, 2007.

ATTEST:

BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA

MARYANNE MORSE
Clerk to the Board of
County Commissioners of
Seminole County, Florida.

By: _____
BRENDA CAREY , Chairman

Date: _____

For the use and reliance
of Seminole County only.

As authorized for execution
by the Board of County Commissioners
at their _____, 2007
regular meeting.

Approved as to form and
legal sufficiency.

County Attorney

AWS/jjr
6/18/07

This Instrument prepared by:
Arnold W. Schneider, Esq.
County Attorney's Office
1101 East First Street
Sanford, Florida 32771

Please return it to:
Community Development Office
534 W. Lake Mary Blvd.
Sanford, FL 32773

SATISFACTION OF MORTGAGE AND NOTE

Know All Persons By These Presents:

WHEREAS, a down payment assistance SHIP Mortgage (the "Mortgage") dated June 17, 2002 and recorded in Official Records Book 04442, Pages 1923 through and including 1926, Public Records of Seminole County, Florida, and a SHIP Mortgage Deferred Payment Promissory Note in the amount of TWENTY-TWO THOUSAND THREE HUNDRED NINETY AND NO/100 DOLLARS (\$22,390.00) (the "Note"), dated June 17, 2002 and recorded in the Official Records Book 04442, Pages 1927 through and including 1929, Public Records of Seminole County, Florida, which encumbered the property located at 527 Derby Drive, Altamonte Springs, Florida 32714, the legal description and parcel identification for which are as follows:

LOT 18, MONTGOMERY SQUARE, ACCORDING TO THE PLAT THEROF AS RECORDED IN PLAT BOOK 24, PAGES 8 AND 9, OF THE PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA.

Parcel Identification Number: 15-21-29-518-0000-0180

(the "Property,") were made by **MARILYN GUZMAN**, the "Owner" of the Property, for the benefit of Seminole County, 534 W. Lake Mary Blvd., Sanford, Florida 32773; and

WHEREAS, said Mortgage and Note granted to Seminole County a certain interest in the Property should the Owner transfer title, sell or in any manner cease to occupy the Property as her primary residence or dispose of the Property within ten (10) years from the date of the Mortgage and the Note; and

WHEREAS, Seminole County did not transfer, assign, pledge, or otherwise encumber any interest it obtained pursuant to the Mortgage and Note; and

WHEREAS, the Property was refinanced within the ten (10) year period; and

WHEREAS, the Owner has paid to Seminole County the amounts due and owing under the Mortgage and Note; and

WHEREAS, the Owner has requested that Seminole County release the Property from the lien and operation of the Mortgage and Note as well as the encumbrances of the Restrictive Covenant,

NOW THEREFORE, in consideration of the foregoing recitals and payment of the sum of TWENTY-TWO THOUSAND THREE HUNDRED NINETY AND NO/100 DOLLARS (\$22,390.00) the receipt of which is hereby acknowledged, paid to Seminole County on or about October 9, 2007, pursuant to the terms of the Mortgage and Note, Seminole County does hereby acknowledge full satisfaction of said Mortgage and Note.

The Property, the Owner, her heirs and assigns are forever freed, exonerated, discharged, and released of and from the lien of the Mortgage, the Note, and every part thereof and Seminole County does hereby direct the Clerk of Circuit Court to cancel the same of record.

IN WITNESS WHEREOF, Seminole County has caused these presents to be executed this ____ day of _____, 2007.

ATTEST:

BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA

MARYANNE MORSE
Clerk to the Board of
County Commissioners of
Seminole County, Florida.

By: _____
BRENDA CAREY , Chairman

Date: _____

For the use and reliance
of Seminole County only.

As authorized for execution
by the Board of County Commissioners
at their _____, 2007
regular meeting.

Approved as to form and
legal sufficiency.

County Attorney

AWS/sjs
10/12/07

This Instrument prepared by:
Arnold W. Schneider, Esq.
County Attorney's Office
1101 East First Street
Sanford, Florida 32771

Please return it to:
Community Development Office
534 W. Lake Mary Blvd.
Sanford, FL 32773

SATISFACTION OF MORTGAGE AND NOTE

Know All Persons By These Presents:

WHEREAS, a down payment assistance SHIP Mortgage (the "Mortgage") dated November 7, 2004, and recorded in Official Records Book 5547, Pages 0368 through and including 0372, Public Records of Seminole County, Florida, and a SHIP Mortgage Deferred Payment Promissory Note in the amount of TWENTY THOUSAND AND NO/100 DOLLARS (\$20,000.00) (the "Note"), dated November 7, 2004, and recorded in the Official Records Book 5547, Pages 0373 through and including 0376, Public Records of Seminole County, Florida, which encumbered the property located at 216 McKay Boulevard, Sanford, Florida 32771, the legal description and parcel identification for which are as follows:

LOT 78, CEDAR HILL REPLAT, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 63, PAGES 96, 97, AND 98 OF THE PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA.

Parcel Identification Number: 31-19-31-527-0000-0780

(the "Property,") were made by **PAULA B. MARTIN**, the "Owner" of the Property, for the benefit of Seminole County, 534 W. Lake Mary Blvd., Sanford, Florida 32773; and

WHEREAS, said Mortgage and Note granted to Seminole County a certain interest in the Property should the Owner transfer title, sell or in any manner cease to occupy the Property as her primary residence or dispose of the Property within TEN (10) years from the date of the Mortgage and the Note; and

WHEREAS, Seminole County did not transfer, assign, pledge, or otherwise encumber any interest it obtained pursuant to the Mortgage and Note; and

WHEREAS, the Property was transferred within the TEN (10)-year period; and

WHEREAS, the Owner has paid to Seminole County the amounts due and owing under the Mortgage and Note; and

WHEREAS, the Owner has requested that Seminole County release the Property from the lien and operation of the Mortgage and Note as well as the encumbrances of the Restrictive Covenant,

NOW THEREFORE, in consideration of the foregoing recitals and payment of the sum of TWENTY THOUSAND AND NO/100 DOLLARS (\$20,000.00) the receipt of which is hereby acknowledged, paid to Seminole County on or about October 16, 2007, pursuant to the terms of the Mortgage and Note, Seminole County does hereby acknowledge full satisfaction of said Mortgage and Note.

The Property, the Owner, her heirs and assigns are forever freed, exonerated, discharged, and released of and from the lien of the Mortgage, the Note, and every part thereof and Seminole County does hereby direct the Clerk of Circuit Court to cancel the same of record.

IN WITNESS WHEREOF, Seminole County has caused these presents to be executed this ____ day of _____, 2007.

ATTEST:

BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA

MARYANNE MORSE
Clerk to the Board of
County Commissioners of
Seminole County, Florida.

By: _____
BRENDA CAREY , Chairman

Date: _____

For the use and reliance
of Seminole County only.

As authorized for execution
by the Board of County Commissioners
at their _____, 2007
regular meeting.

Approved as to form and
legal sufficiency.

County Attorney

AWS/jjr
10/29/2007

This Instrument prepared by:
Arnold W. Schneider, Esq.
County Attorney's Office
1101 East First Street
Sanford, Florida 32771

Please return it to:
Community Development Office
534 W. Lake Mary Blvd.
Sanford, FL 32773

SATISFACTION OF MORTGAGE, NOTE AND AGREEMENT

Know All Persons By These Presents:

WHEREAS, a down payment assistance SHIP Mortgage (the "Mortgage") dated July 8, 1999 and recorded in Official Records Book 3701, Pages 1067 through and including 1071, Public Records of Seminole County, Florida, and a SHIP Mortgage Deferred Payment Promissory Note in the amount of THREE THOUSAND FIVE HUNDRED AND NO/100 DOLLARS (\$3,500.00) (the "Note"), dated July 8, 1999 and recorded in the Official Records Book 3701, Pages 1072 through and including 1074, Public Records of Seminole County, Florida, and that certain Seminole County Home Program Assistance Agreement dated May 20, 1999, recorded in Official Records Book 3701, Pages 1075 through and including 1077, Public Records of Seminole County, Florida (the "Agreement") all of which encumbered the property located at 1260 Seminola Boulevard, Casselberry, Florida 32707, the legal description and parcel identification for which are as follows:

COMMENCE AT THE SOUTH EDGE OF SEMINOLA BOULEVARD, 250 FEET EAST OF THE EAST BORDER OF LOT 140, BLOCK D, MITCHELL'S SURVEY OF THE MOSES E. LEVY GRANT, RUN SOUTHERLY AT RIGHT ANGLES TO SEMINOLA BOULEVARD TO THE SOUTH BORDER OF THE MOSES E. LEVY GRANT; THENCE TURN 90 DEGREES TO THE EAST 50 FEET; 90 DEGREES TO THE NORTH TO THE SOUTH BORDER OF SEMINOLA BOULEVARD; THENCE 50 FEET WESTERLY ALONG THE SOUTH BORDER OF SEMINOLA BOULEVARD TO THE POINT OF BEGINNING. THIS PROPERTY IS ALSO DESCRIBED AS THE EAST 1/2 OF LOT 16, BLOCK A, AS FIGURED BY BISECTING THE NORTH AND SOUTH LINES, IN BLOCK A, SPORTSMAN'S PARADISE ADDITION TO CASSELBERRY FLORIDA, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 8, PAGES 12 AND 13, OF THE PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA.

Parcel Identification Number: 09-21-30-5BM-0A00-0160

(the "Property,") were made by **PATRICIA F. WELLS** and **WILBERT WELLS**, husband and wife, (the "Owners") of the Property, for the benefit of Seminole County, 534 W. Lake Mary Blvd., Sanford, Florida 32773; and

WHEREAS, said Mortgage, Note, and Agreement granted to Seminole County a certain interest in the Property should the Owners transfer title, sell, or in any manner cease to occupy the Property as his

primary residence or dispose of the Property within ten (10) years from the date of the Mortgage and the Note; and

WHEREAS, Seminole County did not transfer, assign, pledge, or otherwise encumber any interest it obtained pursuant to the Mortgage, the Note and Agreement; and

WHEREAS, the Owners have sold or refinanced the Property within the ten (10) year period; and

WHEREAS, the Owners have paid to Seminole County the amounts due and owing under the Mortgage, Note and Agreement; and

WHEREAS, the Owners have requested that Seminole County release the Property from the lien and operation of the Mortgage, Note and Agreement as well as the restrictive covenants therein,

NOW THEREFORE, in consideration of the foregoing recitals and payment of the sum of THREE THOUSAND FIVE HUNDRED AND NO/100 DOLLARS (\$3,500.00), the receipt of which is hereby acknowledged, paid to Seminole County on or about October 5, 2007 pursuant to the terms of the Mortgage, Note, and Agreement, Seminole County does hereby acknowledge full and complete satisfaction of said instruments.

The Property, the Owners, their heirs and assigns are forever freed, exonerated, discharged, and released of and from the lien of the Mortgage, the Note and Agreement every part thereof and Seminole County does hereby direct the Clerk of Circuit Court to cancel the same of record.

IN WITNESS WHEREOF, Seminole County has caused these presents to be executed this ____ day of _____, 20____.

ATTEST:

BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA

MARYANNE MORSE
Clerk to the Board of
County Commissioners of
Seminole County, Florida.

By: _____
BRENDA CAREY, Chairman

Date: _____

For the use and reliance
of Seminole County only.

As authorized for execution
by the Board of County Commissioners
at their _____, 20____
regular meeting.

Approved as to form and
legal sufficiency.

County Attorney

AS/sjs
10/12/2007

This Instrument prepared by:
Arnold W. Schneider, Esq.
County Attorney's Office
1101 East First Street
Sanford, Florida 32771

Please return it to:
Community Development Office
534 W. Lake Mary Blvd.
Sanford, FL 32773

SATISFACTION OF MEMORANDUM OF AGREEMENT AND
SEMINOLE COUNTY HOME PROGRAM HOMEOWNER/REHABILITATION
PROGRAM ASSISTANCE AGREEMENT

Know All Persons By These Presents:

WHEREAS, a Memorandum of Agreement dated August 28, 1997, and recorded in Official Records Book 3558, Page 1477, Public Records of Seminole County, Florida; and a Seminole County Home Program Homeowner/Rehabilitation Program Assistance Agreement dated August 28, 1997, and recorded in Official Records Book 3304, Pages 1139 through 1141, Public Records of Seminole County, Florida; and a Mortgage Subordination Agreement dated December 11, 1998, and recorded in Official Records Book 3652, Pages 0360 and 0361, inclusive (hereinafter the "Agreements"), which encumbered the property located at 2520 E. State Road 46, Sanford, Florida 32771, the legal description and parcel identification for which are as follows:

LOT 42, BLOCK "C", A.B. STEVENS ADDITION TO MIDWAY
ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK
7, PAGE 38, OF THE PUBLIC RECORDS OF SEMINOLE COUNTY,
FLORIDA.

Parcel Identification Number: 32-19-31-505-0C00-0420

(the "Property,") was made by **LILLIAN R. GIPSON**, (the "Owner") of the Property, for the benefit of Seminole County, 534 W. Lake Mary Blvd., Sanford, Florida 32773; and

WHEREAS, said Agreements granted to Seminole County a certain interest in the Property should the Owner transfer title, sell or in any manner cease to occupy the Property as her primary residence or dispose of the Property within ten (10) years from the date of the Agreements; and

WHEREAS, Seminole County did not transfer, assign, pledge, or otherwise encumber any interest it obtained pursuant to the Agreements; and

WHEREAS, the Owner maintained the Property as her residence for at least ten (10) years from the date of the Agreements thus

qualifying for forgiveness of the Agreements under current SHIP regulations and Local Housing Assistance Plan policies; and

WHEREAS, the Owner has requested that Seminole County release the Property from the lien and operation of the Agreements,

NOW THEREFORE, in consideration of the foregoing recitals Seminole County does hereby acknowledge full and complete satisfaction of said Agreements.

The Property, the Owner, and her heirs and assigns are forever freed, exonerated, discharged, and released of and from the lien of said Agreements and every part thereof and Seminole County does hereby direct the Clerk of Circuit Court to cancel the same of record.

IN WITNESS WHEREOF, Seminole County has caused these presents to be executed this ____ day of _____, 2007.

ATTEST:

BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA

MARYANNE MORSE
Clerk to the Board of
County Commissioners of
Seminole County, Florida.

By: _____
BRENDA CAREY , Chairman

Date: _____

For the use and reliance
of Seminole County only.

Approved as to form and
legal sufficiency.

As authorized for execution
by the Board of County Commissioners
at their _____, 2007
regular meeting.

County Attorney

AWS:jjr
10/29/2007